

**LETTER OF UNDERTAKING ON BEHALF OF
THE CONTINENTAL INSURANCE COMPANY
FOR COSTS**

Recitals. Chesapeake Marine Tours, Inc. *dba* Watermark Cruises ("Limitation Plaintiff") has filed a Verified Complaint in Admiralty, pursuant to the Limitation of Liability Act, 46 U.S.C. § 30501 *et seq.*, and the admiralty and maritime jurisdiction of the United States, in the U.S. District Court of the District of Maryland (the "Limitation Action"), for exoneration from or limitation of liability for damages resulting from a Voyage and alleged casualty involving the Motor Vessel QUATRO ("Vessel"), on or about May 24, 2019 (the "Incident"), upon the navigable waters of the United States.

In its Verified Complaint, Limitation Plaintiff denies liability for any such damages resulting from the Incident, and asks, among other things, that a notice be issued to all persons asserting claims for loss, damage, injury or destruction, admonishing them to file their respective claims and to answer the Verified Complaint, and that an injunction may be issued restraining the commencement and prosecution of any actions or proceedings against Limitation Plaintiff, its underwriters, or any of its property resulting from the Incident.

Consideration. In consideration of any requirement to secure costs as required by LAR (f)(1), in the event a final judgment of the United States District Court for the District of Maryland is entered in favor of any claimant against Limitation Plaintiff in the Limitation Action (after all possible appeals, motions for reconsideration, or petitions for certiorari are exhausted), then The Continental Insurance Company, as surety, is held firmly bound to pay all costs that shall be awarded against Limitation Plaintiff by this Court, or, in case of appeal, by the Appellate Court, and all fees earned by the Marshal, and all reasonable expenses, and all costs of every description which may accrue to the United States, up to, but not exceeding, the total sum of One Thousand U.S. Dollars (\$1,000.00).

If Chesapeake Marine Tours, Inc. shall satisfy any final judgment against it in the Limitation Action, then the obligation of The Continental Insurance Company shall be void, otherwise to remain in full force and effect.

Submission to Jurisdiction. The Continental Insurance Company agrees that it will submit to the personal jurisdiction of the United States District Court for the District of Maryland for the limited purpose of enforcing this Letter of Undertaking entered into on behalf of Limitation Plaintiff.

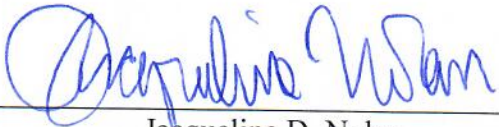
Without Prejudice. This Letter of Undertaking is acknowledged to be in satisfaction of Limitation Plaintiff's requirement to secure costs as required by LAR (f)(1). This Letter of Undertaking is entirely without prejudice to any and all rights or defenses which the Limitation Plaintiff may have, including, but not limited to, the right of exoneration from or limitation of

liability and any other rights or defenses available under governing law. It is expressly agreed that under this Letter of Undertaking no rights or defenses available to Limitation Plaintiff shall be regarded as waived, nor shall this Letter of Undertaking in any way be construed to be an admission of liability or a tacit acknowledgment of any responsibility for the alleged losses.

Pursuant to 28 U.S. Code § 1746, I declare under penalty of perjury that the foregoing is true and correct.

Executed on: November 9, 2010

THE CONTINENTAL INSURANCE COMPANY

By 
Jacqueline D. Nolan
The Continental Insurance Company